

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-11967 (JKS)

Related to D.I. No. _____

**ORDER GRANTING THE MOTION OF THE AMERICAN BOTTLING
COMPANY TO MODIFY THE AUTOMATIC STAY PURSUANT
TO SECTION 362(d) OF THE BANKRUPTCY CODE**

Upon review and consideration of the *Motion of The American Bottling Company to Modify the Automatic Stay Pursuant to Section 362(d) of the Bankruptcy Code* (the “Motion”), and any responses thereto; and sufficient cause appearing therefore; it is hereby **ORDERED**, as follows:

1. The Motion is **GRANTED** as set forth herein.
2. The automatic stay is hereby modified for the purpose of allowing ABC to terminate the Agreement² (to the extent the Debtors have not already terminated the Agreement).
3. ABC is authorized to take any and all actions necessary in order to obtain possession of any and all CDE in any location presently occupied by the Debtors (each such location, a “**Pickup Location**”). Prior to any such actions to repossess CDE, ABC shall use

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277).

² Defined terms herein shall have the same meanings as set forth in the Motion.

reasonable best efforts to make arrangements with Gordon Brothers Retail Partners, LLC regarding the date and time at which ABC may access a Pickup Location.

3. Except as otherwise provided herein, nothing in this Order shall modify or alter the terms and conditions of the Agreement or the parties' contractual rights and obligations thereunder.
4. The terms of this Order are immediately effective and enforceable upon its entry.
5. The Court reserves jurisdiction to enforce the provisions hereof.